AGENDA
Utilities Committee Regular Meeting
5:30 PM - Monday, January 13, 2020
Council Conference Room, 7th Floor, City Hall – 1055 S. Grady Way

1. **2019-20 Sanitary Sewer Rehabilitation and Replacement Project**
   l) **AB - 2552** Utility Systems Division recommends approval of an agreement with Carollo Engineers, in the amount of $299,066, for engineering services for the 2019-2020 Sanitary Sewer Rehabilitation and Replacement project.

2. **Monroe Ave. Storm System Project Grant**
   j) **AB - 2545** Utility Systems Division recommends approval of an agreement with King County Flood Control District to accept $125,000 in grant funds for the Monroe Ave NE Storm System Improvement project.

3. **Emerging Issues in Utilities**
SUBJECT/TITLE: Agreement with Carollo Engineers for the 2019-2020 Sanitary Sewer Rehabilitation and Replacement Project

RECOMMENDED ACTION: Refer to Utilities Committee

DEPARTMENT: Utility Systems Division

STAFF CONTACT: John Hobson, Wastewater Utility Engineer

EXT.: 7279

FISCAL IMPACT SUMMARY:
Funding for this agreement in the amount of $299,066 is available from the approved 2019 Wastewater Utility Capital Improvement Program budget for the 2019 Sanitary Sewer Rehab/Replacement Project (426.465518). There is sufficient funding in the budget to cover the agreement.

SUMMARY OF ACTION:
The City of Renton’s Wastewater Utility is replacing or rehabilitating its sanitary sewer system on an annual basis. Much of the rehabilitation is accomplished through trenchless construction methods. The city’s current specifications for this type of rehabilitation are approximately 10 years old. In August 2019, the city solicited engineering firms for statements of qualifications to enter into a contract with the city to update our trenchless construction specifications to include new technologies and methods. Five firms submitted proposals and Carollo Engineers was rated as the most qualified to perform this task.

This contract will result in a “Trenchless Standards & Design/Construction Guidelines Manual”. The manual will include the latest trenchless pipeline rehabilitation technologies, methods, and training requirements. Staff from the Wastewater and Surface Water Utilities will utilize the manual for in-house design of future rehabilitation projects, thereby reducing the need and associated costs of using engineering consultants for this type of work. The manual will also include specifications and methods of trenchless rehabilitation for contractor use in the rehabilitation of privately owned side sewers.

A future contract addendum will be required for the surveying, geotechnical analysis, and design of the construction plans for the 2019-2020 Rehabilitation and Replacement projects. These plans and specifications will also serve as template for future, in-house designed rehabilitation projects.

EXHIBITS:
A. Agreement

STAFF RECOMMENDATION:
Execute the agreement with Carollo Engineers in the amount of $299,066 for engineering services for the 2019-2020 Sanitary Sewer Rehabilitation and Replacement Project.
THIS AGREEMENT, dated ______________________, is by and between the City of Renton (the “City”), a Washington municipal corporation, and Carollo Engineers, Inc. (“Consultant”), a Delaware Corporation. The City and the Consultant are referred to collectively in this Agreement as the “Parties.” Once fully executed by the Parties, this Agreement is effective as of the last date signed by both parties.

1. **Scope of Work**: Consultant agrees to provide engineering services as specified in Exhibit A, which is attached and incorporated herein and may hereinafter be referred to as the “Work.”

2. **Changes in Scope of Work**: The City, without invalidating this Agreement, may order changes to the Work consisting of additions, deletions or modifications. Any such changes to the Work shall be ordered by the City in writing and the Compensation shall be equitably adjusted consistent with the rates set forth in Exhibit B or as otherwise mutually agreed by the Parties.

3. **Time of Performance**: Consultant shall commence performance of the Agreement pursuant to the schedule(s) set forth in Exhibit C. All Work shall be performed by no later than December 31, 2021.

4. **Compensation**:

   A. **Amount**: Total compensation to Consultant for Work provided pursuant to this Agreement shall not exceed $299,066, plus any applicable state and local sales taxes. Compensation shall be paid based upon Work actually performed according to the rate(s) or amounts specified in Exhibit B. The Consultant agrees that any hourly or flat rate charged by it for its Work shall remain locked at the negotiated rate(s) unless otherwise agreed to in writing or provided in Exhibit D. Except as specifically provided herein, the Consultant shall be solely responsible for payment of any taxes imposed as a result of the performance and payment of this Agreement.

   B. **Method of Payment**: On a monthly or no less than quarterly basis during any quarter in which Work is performed, the Consultant shall submit a voucher or invoice in a form specified by the City, including a description of what Work has been performed, the name of the personnel performing such Work, and any hourly labor charge rate for
such personnel. The Consultant shall also submit a final bill upon completion of all Work. Payment shall be made by the City for Work performed within thirty (30) calendar days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Consultant’s performance does not meet the requirements of this Agreement, the Consultant will correct or modify its performance to comply with the Agreement. The City may withhold payment for work that does not meet the requirements of this Agreement.

C. Effect of Payment. Payment for any part of the Work shall not constitute a waiver by the City of any remedies it may have against the Consultant for failure of the Consultant to perform the Work or for any breach of this Agreement by the Consultant.

D. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City shall not be obligated to make payments for Work or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Work for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. Termination:
   
   A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving ten (10) calendar days’ notice to the Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City, if any are required as part of the Work.

   B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked to the effective date of termination, less all payments previously made. If the Agreement is terminated by the City after partial performance of Work for which the agreed compensation is a fixed fee, the City shall pay the Consultant an equitable share of the fixed fee. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and such charges due to the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

6. Warranties And Right To Use Work Product: Consultant represents and warrants that Consultant will perform all Work identified in this Agreement in a professional and workmanlike manner and in accordance with all reasonable and professional standards
and laws. Compliance with professional standards includes, as applicable, performing the Work in compliance with applicable City standards or guidelines (e.g. design criteria and Standard Plans for Road, Bridge and Municipal Construction). Professional engineers shall certify engineering plans, specifications, plats, and reports, as applicable, pursuant to RCW 18.43.070. Consultant further represents and warrants that all final work product created for and delivered to the City pursuant to this Agreement shall be the original work of the Consultant and free from any intellectual property encumbrance which would restrict the City from using the work product. Consultant grants to the City a non-exclusive, perpetual right and license to use, reproduce, distribute, adapt, modify, and display all final work product produced pursuant to this Agreement. The City’s or other’s adaptation, modification or use of the final work products other than for the purposes of this Agreement shall be without liability to the Consultant. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Record Maintenance**: The Consultant shall maintain accounts and records, which properly reflect all direct and indirect costs expended and Work provided in the performance of this Agreement and retain such records for as long as may be required by applicable Washington State records retention laws, but in any event no less than six years after the termination of this Agreement. The Consultant agrees to provide access to and copies of any records related to this Agreement as required by the City to audit expenditures and charges and/or to comply with the Washington State Public Records Act (Chapter 42.56 RCW). The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Public Records Compliance**: To the full extent the City determines necessary to comply with the Washington State Public Records Act, Consultant shall make a due diligent search of all records in its possession or control relating to this Agreement and the Work, including, but not limited to, e-mail, correspondence, notes, saved telephone messages, recordings, photos, or drawings and provide them to the City for production. In the event Consultant believes said records need to be protected from disclosure, it may, at Consultant’s own expense, seek judicial protection. Consultant shall indemnify, defend, and hold harmless the City for all costs, including attorneys’ fees, attendant to any claim or litigation related to a Public Records Act request for which Consultant has responsive records and for which Consultant has withheld records or information contained therein, or not provided them to the City in a timely manner. Consultant shall produce for distribution any and all records responsive to the Public Records Act request in a timely manner, unless those records are protected by court order. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Independent Contractor Relationship**:
   A. The Consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City
during the period of the Work shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of Work. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work or where scheduling of attendance or performance is mutually arranged due to the nature of the Work. Consultant shall retain the right to designate the means of performing the Work covered by this agreement, and the Consultant shall be entitled to employ other workers at such compensation and such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.

B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.

C. If the Consultant is a sole proprietorship or if this Agreement is with an individual, the Consultant agrees to notify the City and complete any required form if the Consultant retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Consultant’s failure to do so.

10. **Hold Harmless**: The Consultant agrees to release, indemnify, defend, and hold harmless the City, elected officials, employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney’s or attorneys’ fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or related to the negligent acts, errors or omissions of the Consultant in its performance of this Agreement or a breach of this Agreement by Consultant, except for that portion of the claims caused by the City’s sole negligence.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...) then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees and volunteers, Consultant’s liability shall be only to the extent of Consultant’s negligence.
It is further specifically and expressly understood that the indemnification provided in this Agreement constitute Consultant’s waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

11. **Gifts and Conflicts**: The City’s Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City’s Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials. Consultant also confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in selecting the Consultant, negotiating or administering this Agreement, or evaluating the Consultant’s performance of the Work.

12. **City of Renton Business License**: The Consultant shall obtain a City of Renton Business License prior to performing any Work and maintain the business license in good standing throughout the term of this agreement with the City.

Information regarding acquiring a city business license can be found at: [http://www.rentonwa.gov/cms/One.aspx?portalId=7922741&pageId=9824882](http://www.rentonwa.gov/cms/One.aspx?portalId=7922741&pageId=9824882)

Information regarding State business licensing requirements can be found at: [http://dor.wa.gov/doing-business/register-my-business](http://dor.wa.gov/doing-business/register-my-business)

13. **Insurance**: Consultant shall secure and maintain:

   A. Commercial general liability insurance in the minimum amounts of $1,000,000 for each occurrence/$2,000,000 aggregate for the Term of this Agreement.

   B. In the event that Work delivered pursuant to this Agreement either directly or indirectly involve or require Professional Services, Professional Liability, Errors and Omissions coverage shall be provided with minimum limits of $1,000,000 per occurrence. "Professional Services", for the purpose of this section, shall mean any Work provided by a licensed professional or Work that requires a professional standard of care.

   C. Workers’ compensation coverage, as required by the Industrial Insurance laws of the State of Washington, shall also be secured.

   D. Commercial Automobile Liability for owned, leased, hired or non-owned, leased, hired or non-owned, with minimum limits of $1,000,000 per occurrence combined single
limit, if there will be any use of Consultant’s vehicles on the City’s Premises by or on behalf of the City, beyond normal commutes.

E. Consultant shall name the City as an Additional Insured on its commercial general liability policy on a non-contributory primary basis. The City’s insurance policies shall not be a source for payment of any Consultant liability, nor shall the maintenance of any insurance required by this Agreement be construed to limit the liability of Consultant to the coverage provided by such insurance or otherwise limit the City’s recourse to any remedy available at law or in equity.

F. Subject to the City’s review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to the City before performing the Work.

G. Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

14. **Delays:** Consultant is not responsible for delays caused by factors beyond the Consultant’s reasonable control. When such delays beyond the Consultant’s reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.

15. **Successors and Assigns:** Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.

16. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by nationally recognized overnight courier service. Time period for notices shall be deemed to have commenced upon the date of receipt, EXCEPT facsimile delivery will be deemed to have commenced on the first business day following transmission. Email and telephone may be used for purposes of administering the Agreement, but should not be used to give any formal notice required by the Agreement.

**CITY OF RENTON**

Ann Fowler  
1055 South Grady Way  
Renton, WA 98057  
Phone: (425) 430-7211  
afowler@rentonwa.gov  
Fax: (425) 430-7241

**CONSULTANT**

Erik Waligorski  
1218 Third Ave, Suite 1600  
Seattle, WA 98101  
Phone: (206) 538-5161  
ewaligorski@carollo.com  
Fax: (206) 903-0419
17. **Discrimination Prohibited**: Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:

A. Consultant, and Consultant’s agents, employees, representatives, and volunteers with regard to the Work performed or to be performed under this Agreement, shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation or preference, age (except minimum age and retirement provisions), honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification in relationship to hiring and employment, in employment or application for employment, the administration of the delivery of Work or any other benefits under this Agreement, or procurement of materials or supplies.

B. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.

C. If the Consultant fails to comply with any of this Agreement’s non-discrimination provisions, the City shall have the right, at its option, to cancel the Agreement in whole or in part.

D. The Consultant is responsible to be aware of and in compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws, worker’s compensation, and Title VI of the Federal Civil Rights Act of 1964, and will comply with City of Renton Council Resolution Number 4085.

18. **Miscellaneous**: The parties hereby acknowledge:

A. The City is not responsible to train or provide training for Consultant.

B. Consultant will not be reimbursed for job related expenses except to the extent specifically agreed within the attached exhibits.

C. Consultant shall furnish all tools and/or materials necessary to perform the Work except to the extent specifically agreed within the attached exhibits.

D. In the event special training, licensing, or certification is required for Consultant to provide Work he/she will acquire or maintain such at his/her own expense and, if
Consultant employs, sub-contracts, or otherwise assigns the responsibility to perform the Work, said employee/sub-contractor/assignee will acquire and or maintain such training, licensing, or certification.

E. This is a non-exclusive agreement and Consultant is free to provide his/her Work to other entities, so long as there is no interruption or interference with the provision of Work called for in this Agreement.

F. Consultant is responsible for his/her own insurance, including, but not limited to health insurance.

G. Consultant is responsible for his/her own Worker’s Compensation coverage as well as that for any persons employed by the Consultant.

19. **Other Provisions:**
   A. Approval Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or Consultant.

   B. General Administration and Management. The City’s project manager is Ann Fowler. In providing Work, Consultant shall coordinate with the City’s contract manager or his/her designee.

   C. Amendment and Modification. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.

   D. Conflicts. In the event of any inconsistencies between Consultant proposals and this Agreement, the terms of this Agreement shall prevail. Any exhibits/attachments to this Agreement are incorporated by reference only to the extent of the purpose for which they are referenced within this Agreement. To the extent a Consultant prepared exhibit conflicts with the terms in the body of this Agreement or contains terms that are extraneous to the purpose for which it is referenced, the terms in the body of this Agreement shall prevail and the extraneous terms shall not be incorporated herein.

   E. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington and the City of Renton. Consultant and all of the Consultant’s employees shall perform the Work in accordance with all applicable federal, state, county and city laws, codes and ordinances.

   F. Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one party or the
other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution.

G. **Jurisdiction and Venue.** Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in the King County Superior Court for the State of Washington at the Maleng Regional Justice Center in Kent, King County, Washington, or its replacement or successor. Consultant hereby expressly consents to the personal and exclusive jurisdiction and venue of such court even if Consultant is a foreign corporation not registered with the State of Washington.

H. **Severability.** A court of competent jurisdiction’s determination that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect.

I. **Sole and Entire Agreement.** This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated are excluded.

J. **Time is of the Essence.** Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Work is essential to the Consultant’s performance of this Agreement.

K. **Third-Party Beneficiaries.** Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and no one else.

L. **Binding Effect.** The Parties each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Agreement.

M. **Waivers.** All waivers shall be in writing and signed by the waiving party. Either party’s failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either the City or Consultant from enforcing that provision or any other provision of this Agreement in the future. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach unless it is expressly waived in writing.
N. Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Parties have voluntarily entered into this Agreement as of the date last signed by the Parties below.

CITY OF RENTON

By: __________________________
   Armondo Pavone
   Mayor

___________________________
Date

Attest

___________________________
Jason A. Seth
City Clerk

CONSULTANT

By: __________________________
   Erik J. Waligorski
   Associate Vice President

___________________________
Date

CONSULTANT

By: __________________________
   Brian R. Matson
   Senior Vice President

___________________________
Date

Approved as to Legal Form

By: __________________________
   Shane Moloney
   Renton City Attorney

Contract Template Updated 03/12/2019
SCOPE OF SERVICES
ENGINEERING SERVICES FOR THE CITY OF RENTON
2019-2020 SANITARY SEWER REHABILITATION AND REPLACEMENT PROJECT

BACKGROUND
The City of Renton Wastewater Utility implements an annual sanitary sewer rehabilitation and replacement project as part of its ongoing capital improvement program. The rehabilitation portions of this annual project adhere to the City’s existing trenchless rehabilitation standards developed in 2010. For the 2019-2020 Sanitary Sewer Rehabilitation and Replacement Project, the City will also undergo a review and update of their current trenchless rehabilitation standards, an analysis of current trenchless rehabilitation technologies, and the development of a trenchless design and construction guidelines manual for both capital projects and private laterals prior to completing the design of the 2019-2020 sewer rehabilitation project.

This project includes:
- Completing a review of the City’s existing trenchless rehabilitation standards and develop new standards that include current technologies and requirements for pipelines and manholes for both capital projects and private lateral projects.
- Developing a trenchless design and construction guidelines manual for implementation of the new rehabilitation standards.
- Designing the rehabilitation and/or replacement of existing sewer lines within the City’s system (scope to be determined in future phase).

SCOPE OF SERVICES SUMMARY
The 2019-2020 Sanitary Sewer Rehabilitation and Replacement Project will be completed in the following phases:

- Phase 1 - Trenchless Standards & Design/Construction Guidelines Manual Development
- Phase 2 - Design and Bidding Services (Future)

Exhibit A establishes the Scope of Services, level of effort, and authorization to complete Phase 1 - Trenchless Standards & Design/Construction Guidelines Manual Development and a general description of anticipated Phase 2 – Design and Bidding services. This Scope of Services is divided into the following tasks:

Task 100 - Project Management
Task 200 - Trenchless Standards Research & Development
Task 300 - Trenchless Design & Construction Guidelines Manual
Task 400 - 2019-2020 Project Design (Future)
Task 500 - 2019-2020 Project Bidding Services (Future)

Phase 2 - Design and Bidding Services for the 2019-2020 Sewer Rehabilitation and Replacement Project is intended to be scoped and completed in the future so that City Staff can follow the implementation of the Trenchless Design & Construction Guidelines Manual. Task 400 and 500 outline the current understanding of the work included with Phase 2. These tasks
will be reviewed and finalized when the scope of the 2019-2020 Project is determined and the newly developed trenchless standards and guidelines manual is ready for implementation.

**SCHEDULE**

This Scope of Services is based on Phase 1 completion in August 2020.

**SCOPE OF SERVICES DETAIL**

**PHASE 1**

**TASK 100 - PROJECT MANAGEMENT**

The objective of this task is to manage and coordinate engineering and related services required for Project completion in accordance with the schedule, budget, and quality expectations that are established. Task 100 includes the following subtasks:

**Subtask 110 - Project Management Plan**

This subtask will develop a Project Management Plan (PMP) for team member reference and include schedule updates as necessary.

- Conduct a kick-off meeting to discuss the scope of the project and identify and confirm the 2019-2020 Sanitary Sewer Rehabilitation and Replacement criteria and required deliverables.
- Prepare a PMP document that describes project roles and responsibilities, lists contact information for the project team, describes communication protocols, quality management, and includes the scope of services, schedule, and budget. Project schedule will be updated as necessary throughout the project to reflect current progress.

**Subtask 120 – Project Monitoring and Reporting**

This subtask will manage and report scope, schedule, and budget.

- Manage the Project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services.
- Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City’s Project Manager with monthly invoices.

**Subtask 130 – Decision and Record of Comment Log**

This subtask will keep record of key decisions and City comments and Consultant responses.

- Develop and maintain a Decision Log to record key decisions made by the City and others during the project to document the evolution of the design.
- Develop and maintain a Record of Comment Log to track City review comments and Consultant’s responses for all project deliverables.

**Task 100 Assumptions:**
EXHIBIT A

1. It is anticipated that the project duration for Phase 1 - Trenchless Standards & Design/Construction Guidelines Manual Development will be 8 months.
2. Consultant will develop meeting materials, agenda, attend meetings, and develop meeting minutes.

Task 100 Deliverables:
1. Project Management Plan summary in PDF format.
2. Monthly invoices and progress reports in PDF format.
3. Decision Log in PDF format.
4. Record of Comment Log in PDF format.
5. Updated project schedules in PDF format.

TASK 200 - TRENCHLESS STANDARDS RESEARCH & DEVELOPMENT

The objective of this task is to review of the City’s existing trenchless standards and technologies currently used for capital improvement projects and to update the standards based on current industry practices and technologies. The developed standards shall address both sanitary sewer and storm sewer pipeline and manhole rehabilitation and will address both capital improvement projects and work on private laterals. This task will be completed under the following subtasks:

Subtask 210 – Existing Standards Review & Research
- Prepare a data request to obtain the City’s existing trenchless standards and details.
- Conduct workshop with City Sewer Department and Surface Water Department staff. This workshop will take place at the beginning of the standards development process to gather City input, determine the City’s current procedures for trenchless rehabilitation projects, and determine the desired outcome for the standards, with the primary goal of expanding the rehabilitation technologies/alternatives covered by the existing standards.
- Identify areas within existing standards where modifications are warranted and develop ideas on where they can be implemented.
- Research rehabilitation solutions identified during the workshop for potential benefit to the City’s system.

Subtask 220 – Development of New Standards for Capital Improvement Projects
- Develop specifications for trenchless technologies deemed viable for capital improvement projects. Specifications will include:
  - Minimum design requirements and design parameters.
  - Minimum training and certification requirements for City design and inspection staff.
  - Specific testing and inspection requirements.
  - Minimum performance and quality requirements.
  - Acceptable manufacturers and products
  - Minimum qualifications for installers and contractors.
  - Warranty requirements for all approved methods and materials.
- Develop standard details to accompany the developed standards.
- Provide draft standards and details to the City for review.
- Conduct meeting following the City’s review of the draft standards and details to review City’s comments.
Subtask 230 – Development of New Standards for Private Lateral Projects

- Develop specifications for trenchless technologies deemed viable for private lateral improvement projects. Specifications will include:
  - Standard details
  - Specific testing and inspection requirements.
  - Minimum performance and quality requirements.
  - Minimum qualifications for installers and contractors.
  - Warranty requirements for all approved methods and materials.
- Develop a packet that can be presented to the general public in need of private lateral repairs or rehabilitation that outlines the minimum design requirements, design parameters, and installer qualifications. This packet will also outline the process required for private lateral repair or rehabilitation permitting and inspection.
- Provide draft private lateral standards and details to the City for review.
- Conduct meeting following the City’s review of the draft private lateral standards and details to review City’s comments.
- Incorporate City comments into the private lateral standards and details and produce final deliverable.
- Perform internal QA/QC of all submittals prior to presenting to the City.

Task 200 Assumptions:
1. City will provide the existing trenchless standards and details.
2. Carollo will produce agenda and meeting minutes for workshop meetings.
3. Two (2) workshop meetings will be held for development of the trenchless rehabilitation standards.
4. The trenchless standards will cover both pipeline and manhole rehabilitation technologies.
5. Specifications for up to four (4) trenchless technologies for pipeline rehabilitation/replacement will be developed for capital improvement projects to be limited to the following technologies: cured-in-place-pipe, slip lining, pipe bursting, and epoxy coating. Specialty trenchless pipeline rehabilitation or replacement projects using other technologies such as horizontal directional drilling, auger boring, or pipe jacking will not be included in these standard specifications.
6. Specifications for up to two (2) trenchless technologies for pipeline rehabilitation/replacement will be developed for private lateral projects to be limited to the following technologies: cured-in-place-pipe and pipe bursting.
7. Private laterals in the City of Renton are defined as all piping and appurtenances from the service connection at the sewer main to the home, business, etc. (both inside and outside the right-of-way).
8. City staff will present the final private lateral replacement packet to the general public.
9. One (1) specification will be prepared to cover the trenchless rehabilitation of existing manhole structures. The specification will include up to two (2) trenchless technologies for manhole rehabilitation limited to the following: cured-in-place-pipe and cementitious/epoxy/polymer coatings.
10. Up to twelve (12) trenchless standard details will be developed as part of this task.
Task 200 Deliverables:
1. Workshop agendas and meeting minutes.
2. Draft Updated Standard Trenchless Rehabilitation Technical Specifications and Details in PDF format.
3. Final Updated Standard Trenchless Rehabilitation Technical Specifications and Details in PDF format.
4. Draft Private Lateral Trenchless Rehabilitation Technical Standards and Details in PDF format.
5. Final Private Lateral Trenchless Rehabilitation Technical Standards and Details in PDF format.

TASK 300 – TRENCHLESS DESIGN GUIDELINES MANUAL

The objective of this task is to provide the City with guidelines for the future completion of sanitary sewer and storm sewer rehabilitation capital improvement projects using in-house design capabilities with minimal outside consultant assistance. This task will include the following items:

- Conduct a workshop with City Staff to develop alternative selection criteria to aid in the selection of a trenchless rehabilitation method based upon various potential project parameters. These parameters may include:
  - Pipe condition, length, depth, size, and material.
  - Existing and required hydraulic capacity.
  - Geotechnical conditions.
  - Pavement condition index (PCI) along project alignment, if applicable.
  - Existing utilities along the project alignment.
  - Other parameters deemed applicable during the development of the selection criteria.

- Develop draft Trenchless Design Guidelines Manual for the trenchless rehabilitation design process. These guidelines shall cover all rehabilitation method alternatives selected during the specification development phase and include:
  - Alternative selection criteria and guidelines formulated during the workshop with City Staff.
  - Required design considerations for each alternative.
  - Design guidelines for each alternative including, but not limited to, pipeline rehabilitation diameter and/or thickness sizing, sizing of access areas and/or pits, and material selection.

- Provide draft Trenchless Design Guidelines Manual to the City for review.
- Conduct meeting following the City’s review of the draft design and construction manual to review the City’s comments and ensure they are addressed appropriately.
- Incorporate City comments into the Trenchless Design Guidelines Manual and produce final deliverable.
- Perform internal QA/QC of all submittals prior to presenting to the City.

Task 300 Assumptions:
1. This task does not cover the initial assessment of lines to determine if rehabilitation vs. replacement will be required (suitability of individual methods of rehabilitation for varied conditions will be addressed).
2. One (1) workshop meeting and one (1) review meeting will be held for development of the design guidelines manual.

Task 300 Deliverables:
1. Workshop agenda and meeting minutes.

PHASE 2
TASK 400 – 2019-2020 PROJECT DESIGN (FUTURE)

The pipelines to be rehabilitated and/or replaced as part of the City’s 2019-2020 Sewer Rehabilitation Project have yet to be selected. The 2019-2020 Project will be broken into two separate Projects; one consisting of the pipe selected for rehabilitation and the other consisting of the pipe to be replaced. The following task outline represents our preliminary understanding of the work associated with the 2019-2020 Project Design. Task 400 will be revisited following the completion of Phase 1 to finalize the scope and budget for these tasks.

Subtask 410 – Utility Investigation & Topographic Survey
Subtask 420 – Geotechnical Investigation & Analysis
Subtask 430 – Alternatives Analysis & Basis of Design Report (BODR)
Subtask 440 – Design (60%, 90%, Final)
Subtask 450 – Permitting

TASK 500 – 2019 PROJECT BIDDING SERVICES (FUTURE)

Following completion of Task 400, the project will be bid and the Consultant shall provide Bidding Services to assist the City with a pre-bid walkthrough (as needed), answering bidder questions, preparing addenda, and providing input on the apparent low bidder. Task 500 will be revisited following the completion of Phase 1 to finalize the scope and budget.
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| 110 Project Management Plan                           | $230.00          |                    |                    |            |
|                                                        | $230.00          |                    |                    |            |

| 120 Project Monitoring and Reporting                    | $230.00          |                    |                    |            |
|                                                        | $230.00          |                    |                    |            |

| 130 Decision and Record of Comment Log                  | $230.00          |                    |                    |            |
|                                                        | $230.00          |                    |                    |            |

| Subtotal - Task 100                                    | $33,640          |                    |                    |            |
|                                                        | $33,640          |                    |                    |            |

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| 210 Existing Standard Review & Research                | $230.00          |                    |                    |            |
|                                                        | $230.00          |                    |                    |            |

| 220 Development of New Standards for Capital Improvement Projects | $230.00          |                    |                    |            |
|                                                              | $230.00          |                    |                    |            |

| 230 Development of New Standards for Private Lateral Projects | $230.00          |                    |                    |            |
|                                                              | $230.00          |                    |                    |            |

| Subtotal - Task 200                                     | $161,660         |                    |                    |            |
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| 320 Develop Design & Construction Manual                | $230.00          |                    |                    |            |
|                                                        | $230.00          |                    |                    |            |

| Subtotal - Task 300                                     | $277,430         |                    |                    |            |
|                                                        | $277,430         |                    |                    |            |

| Total                                                  | $299,066         |                    |                    |            |
|                                                        | $299,066         |                    |                    |            |

**Total: 564 hours for Task 100, 564 hours for Task 200, and 564 hours for Task 300.**
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**EXHIBIT C**

*2019-2020 Sanitary Sewer Rehabilitation and Replacement Project SOW Exhibit C*
EXHIBIT D
CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of January 1, 2019

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<td>Project Professional</td>
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<td>Lead Project Professional</td>
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Technicians

| CAD Designer                      | $130.00 to 160.00 |

Support Staff

| Document Processing / Clerical    | $90.00 to 110.00 |

Project Equipment Communication Expense (PECE) Per DL Hour

- **12.00**

Other Direct Expenses

- Airfare based on regular coach fare **at cost**
- Hotel based on corporate rate for a single room for one person **at cost**
- Mileage at IRS Reimbursement Rate Effective January 1, 2019 **$.580 per mile**

- Subconsultant **at cost + 10%**
- Other Direct Cost (invoiced per occurrence with backup) **cost + 10%**

Expert Witness **Rate x 2.0**

This fee schedule is subject to annual revisions due to labor adjustments.
SCOPE OF SERVICES
ENGINEERING SERVICES FOR THE CITY OF RENTON
2019-2020 SANITARY SEWER REHABILITATION AND REPLACEMENT PROJECT

BACKGROUND

The City of Renton Wastewater Utility implements an annual sanitary sewer rehabilitation and replacement project as part of its ongoing capital improvement program. The rehabilitation portions of this annual project adhere to the City’s existing trenchless rehabilitation standards developed in 2010. For the 2019-2020 Sanitary Sewer Rehabilitation and Replacement Project, the City will also undergo a review and update of their current trenchless rehabilitation standards, an analysis of current trenchless rehabilitation technologies, and the development of a trenchless design and construction guidelines manual for both capital projects and private laterals prior to completing the design of the 2019-2020 sewer rehabilitation project.

This project includes:
- Completing a review of the City’s existing trenchless rehabilitation standards and develop new standards that include current technologies and requirements for pipelines and manholes for both capital projects and private lateral projects.
- Developing a trenchless design and construction guidelines manual for implementation of the new rehabilitation standards.
- Designing the rehabilitation and/or replacement of existing sewer lines within the City’s system (scope to be determined in future phase).

SCOPE OF SERVICES SUMMARY

The 2019-2020 Sanitary Sewer Rehabilitation and Replacement Project will be completed in the following phases:
- Phase 1 - Trenchless Standards & Design/Construction Guidelines Manual Development
- Phase 2 - Design and Bidding Services (Future)

Exhibit A establishes the Scope of Services, level of effort, and authorization to complete Phase 1 - Trenchless Standards & Design/Construction Guidelines Manual Development and a general description of anticipated Phase 2 – Design and Bidding services. This Scope of Services is divided into the following tasks:

Task 100 - Project Management
Task 200 - Trenchless Standards Research & Development
Task 300 - Trenchless Design & Construction Guidelines Manual
Task 400 - 2019-2020 Project Design (Future)
Task 500 - 2019-2020 Project Bidding Services (Future)

Phase 2 - Design and Bidding Services for the 2019-2020 Sewer Rehabilitation and Replacement Project is intended to be scoped and completed in the future so that City Staff can follow the implementation of the Trenchless Design & Construction Guidelines Manual. Task 400 and 500 outline the current understanding of the work included with Phase 2. These tasks
will be reviewed and finalized when the scope of the 2019-2020 Project is determined and the newly developed trenchless standards and guidelines manual is ready for implementation.

**SCHEDULE**

This Scope of Services is based on Phase 1 completion in August 2020.

**SCOPE OF SERVICES DETAIL**

**PHASE 1**

**TASK 100 - PROJECT MANAGEMENT**

The objective of this task is to manage and coordinate engineering and related services required for Project completion in accordance with the schedule, budget, and quality expectations that are established. Task 100 includes the following subtasks:

**Subtask 110 - Project Management Plan**

This subtask will develop a Project Management Plan (PMP) for team member reference and include schedule updates as necessary.

- Conduct a kick-off meeting to discuss the scope of the project and identify and confirm the 2019-2020 Sanitary Sewer Rehabilitation and Replacement criteria and required deliverables.
- Prepare a PMP document that describes project roles and responsibilities, lists contact information for the project team, describes communication protocols, quality management, and includes the scope of services, schedule, and budget. Project schedule will be updated as necessary throughout the project to reflect current progress.

**Subtask 120 – Project Monitoring and Reporting**

This subtask will manage and report scope, schedule, and budget.

- Manage the Project team to track time and budget, work elements accomplished, work items planned for the next period, manpower, scope changes, and time and budget needed to complete this Scope of Services.
- Prepare monthly project status reports that compare work accomplished with schedule activities and compare expenditures with task budgets, and submit reports to the City’s Project Manager with monthly invoices.

**Subtask 130 – Decision and Record of Comment Log**

This subtask will keep record of key decisions and City comments and Consultant responses.

- Develop and maintain a Decision Log to record key decisions made by the City and others during the project to document the evolution of the design.
- Develop and maintain a Record of Comment Log to track City review comments and Consultant’s responses for all project deliverables.

**Task 100 Assumptions:**

pw://Carollo/Documents/
1. It is anticipated that the project duration for Phase 1 - Trenchless Standards & Design/Construction Guidelines Manual Development will be 8 months.

2. Consultant will develop meeting materials, agenda, attend meetings, and develop meeting minutes.

**Task 100 Deliverables:**

1. Project Management Plan summary in PDF format.

2. Monthly invoices and progress reports in PDF format.

3. Decision Log in PDF format.

4. Record of Comment Log in PDF format.

5. Updated project schedules in PDF format.

**TASK 200 - TRENCHLESS STANDARDS RESEARCH & DEVELOPMENT**

The objective of this task is to review of the City’s existing trenchless standards and technologies currently used for capital improvement projects and to update the standards based on current industry practices and technologies. The developed standards shall address both sanitary sewer and storm sewer pipeline and manhole rehabilitation and will address both capital improvement projects and work on private laterals. This task will be completed under the following subtasks:

**Subtask 210 – Existing Standards Review & Research**

- Prepare a data request to obtain the City’s existing trenchless standards and details.
- Conduct workshop with City Sewer Department and Surface Water Department staff. This workshop will take place at the beginning of the standards development process to gather City input, determine the City’s current procedures for trenchless rehabilitation projects, and determine the desired outcome for the standards, with the primary goal of expanding the rehabilitation technologies/alternatives covered by the existing standards.
- Identify areas within existing standards where modifications are warranted and develop ideas on where they can be implemented.
- Research rehabilitation solutions identified during the workshop for potential benefit to the City’s system.

**Subtask 220 – Development of New Standards for Capital Improvement Projects**

- Develop specifications for trenchless technologies deemed viable for capital improvement projects. Specifications will include:
  - Minimum design requirements and design parameters.
  - Minimum training and certification requirements for City design and inspection staff.
  - Specific testing and inspection requirements.
  - Minimum performance and quality requirements.
  - Acceptable manufactures and products
  - Minimum qualifications for installers and contractors.
  - Warranty requirements for all approved methods and materials.

- Develop standard details to accompany the developed standards.
- Provide draft standards and details to the City for review.
- Conduct meeting following the City’s review of the draft standards and details to review City’s comments.
• Incorporate City comments into the standards and details and produce final deliverable.
• Perform internal QA/QC of all submittals prior to presenting to the City.

Subtask 230 – Development of New Standards for Private Lateral Projects

• Develop specifications for trenchless technologies deemed viable for private lateral improvement projects. Specifications will include:
  o Standard details
  o Specific testing and inspection requirements.
  o Minimum performance and quality requirements.
  o Minimum qualifications for installers and contractors.
  o Warranty requirements for all approved methods and materials.
• Develop a packet that can be presented to the general public in need of private lateral repairs or rehabilitation that outlines the minimum design requirements, design parameters, and installer qualifications. This packet will also outline the process required for private lateral repair or rehabilitation permitting and inspection.
• Provide draft private lateral standards and details to the City for review.
• Conduct meeting following the City’s review of the draft private lateral standards and details to review City’s comments.
• Incorporate City comments into the private lateral standards and details and produce final deliverable.
• Perform internal QA/QC of all submittals prior to presenting to the City.

Task 200 Assumptions:
1. City will provide the existing trenchless standards and details.
2. Carollo will produce agenda and meeting minutes for workshop meetings.
3. Two (2) workshop meetings will be held for development of the trenchless rehabilitation standards.
4. The trenchless standards will cover both pipeline and manhole rehabilitation technologies.
5. Specifications for up to four (4) trenchless technologies for pipeline rehabilitation/replacement will be developed for capital improvement projects to be limited to the following technologies: cured-in-place-pipe, slip lining, pipe bursting, and epoxy coating. Specialty trenchless pipeline rehabilitation or replacement projects using other technologies such as horizontal directional drilling, auger boring, or pipe jacking will not be included in these standard specifications.
6. Specifications for up to two (2) trenchless technologies for pipeline rehabilitation/replacement will be developed for private lateral projects to be limited to the following technologies: cured-in-place-pipe and pipe bursting.
7. Private laterals in the City of Renton are defined as all piping and appurtenances from the service connection at the sewer main to the home, business, etc. (both inside and outside the right-of-way).
8. City staff will present the final private lateral replacement packet to the general public.
9. One (1) specification will be prepared to cover the trenchless rehabilitation of existing manhole structures. The specification will include up to two (2) trenchless technologies for manhole rehabilitation limited to the following: cured-in-place-pipe and cementitious/epoxy/polymer coatings.
10. Up to twelve (12) trenchless standard details will be developed as part of this task.
Task 200 Deliverables:
1. Workshop agendas and meeting minutes.
2. Draft Updated Standard Trenchless Rehabilitation Technical Specifications and Details in PDF format.
3. Final Updated Standard Trenchless Rehabilitation Technical Specifications and Details in PDF format.
4. Draft Private Lateral Trenchless Rehabilitation Technical Standards and Details in PDF format.
5. Final Private Lateral Trenchless Rehabilitation Technical Standards and Details in PDF format.

TASK 300 – TRENCHLESS DESIGN GUIDELINES MANUAL

The objective of this task is to provide the City with guidelines for the future completion of sanitary sewer and storm sewer rehabilitation capital improvement projects using in-house design capabilities with minimal outside consultant assistance. This task will include the following items:

- Conduct a workshop with City Staff to develop alternative selection criteria to aid in the selection of a trenchless rehabilitation method based upon various potential project parameters. These parameters may include:
  o Pipe condition, length, depth, size, and material.
  o Existing and required hydraulic capacity.
  o Geotechnical conditions.
  o Pavement condition index (PCI) along project alignment, if applicable.
  o Existing utilities along the project alignment.
  o Other parameters deemed applicable during the development of the selection criteria.
- Develop draft Trenchless Design Guidelines Manual for the trenchless rehabilitation design process. These guidelines shall cover all rehabilitation method alternatives selected during the specification development phase and include:
  o Alternative selection criteria and guidelines formulated during the workshop with City Staff.
  o Required design considerations for each alternative.
  o Design guidelines for each alternative including, but not limited to, pipeline rehabilitation diameter and/or thickness sizing, sizing of access areas and/or pits, and material selection.
- Provide draft Trenchless Design Guidelines Manual to the City for review.
- Conduct meeting following the City’s review of the draft design and construction manual to review the City’s comments and ensure they are addressed appropriately.
- Incorporate City comments into the Trenchless Design Guidelines Manual and produce final deliverable.
- Perform internal QA/QC of all submittals prior to presenting to the City.

Task 300 Assumptions:
1. This task does not cover the initial assessment of lines to determine if rehabilitation vs. replacement will be required (suitability of individual methods of rehabilitation for varied conditions will be addressed).
2. One (1) workshop meeting and one (1) review meeting will be held for development of the design guidelines manual.

Task 300 Deliverables:
   1. Workshop agenda and meeting minutes.

PHASE 2
TASK 400 – 2019-2020 PROJECT DESIGN (FUTURE)

The pipelines to be rehabilitated and/or replaced as part of the City’s 2019-2020 Sewer Rehabilitation Project have yet to be selected. The 2019-2020 Project will be broken into two separate Projects; one consisting of the pipe selected for rehabilitation and the other consisting of the pipe to be replaced. The following task outline represents our preliminary understanding of the work associated with the 2019-2020 Project Design. Task 400 will be revisited following the completion of Phase 1 to finalize the scope and budget for these tasks.

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Subtask 430 – Alternatives Analysis & Basis of Design Report (BODR)
Subtask 440 – Design (60%, 90%, Final)
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TASK 500 – 2019 PROJECT BIDDING SERVICES (FUTURE)

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<td>Subtotal - Task 300</td>
<td>56</td>
<td>16</td>
<td>172</td>
<td>182</td>
<td>64</td>
<td>16</td>
<td>506</td>
<td>$82,130</td>
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<td>270</td>
<td>58</td>
<td>484</td>
<td>564</td>
<td>232</td>
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<td>1,678</td>
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Total

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<tr>
<th>Task / Description</th>
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<th>Subtotal - Task 200</th>
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<td>35,656</td>
<td>174,608</td>
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<td>324,922</td>
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City of Renton
2019-2020 Sewer Rehabilitation Project
Exhibit B
12/3/2019

AGENDA ITEM #1
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<thead>
<tr>
<th>ID</th>
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<th>Duration</th>
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<tbody>
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<td>1</td>
<td>NTP</td>
<td>0 days</td>
<td>Wed 1/15/20</td>
<td>Wed 1/15/20</td>
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<td>2</td>
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<td>7</td>
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### EXHIBIT D
CAROLLO ENGINEERS, INC.
FEE SCHEDULE

As of January 1, 2019

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<td>Professional</td>
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<td>Project Professional</td>
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<td>Lead Project Professional</td>
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<table>
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<table>
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**Project Equipment Communication Expense (PECE) Per DL Hour**

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<th>PECE Per DL Hour</th>
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<td>12.00</td>
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**Other Direct Expenses**

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<tr>
<th>Expense Description</th>
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<tbody>
<tr>
<td>Airfare based on regular coach fare</td>
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</tr>
<tr>
<td>Hotel based on corporate rate for a single room for one person</td>
<td>at cost</td>
</tr>
<tr>
<td>Mileage at IRS Reimbursement Rate</td>
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<td>Effective January 1, 2019</td>
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Subconsultant at cost + 10%

Other Direct Cost ( invoiced per occurrence with backup) cost + 10%

Expert Witness Rate x 2.0

This fee schedule is subject to annual revisions due to labor adjustments.
SUBJECT/TITLE: Agreement with King County Flood Control District for Award of Flood Reduction Grant Funds for the Monroe Avenue NE Storm System Improvement Project

RECOMMENDED ACTION: Refer to Utilities Committee

DEPARTMENT: Utility Systems Division

STAFF CONTACT: Kevin Evans, Surface Water Utility Engineer

EXT.: 7264

FISCAL IMPACT SUMMARY:
This grant agreement provides $125,000 of grant revenue to the Surface Water Utility Capital Improvement Program budget for the Monroe Avenue NE Storm System Improvement Project (427.475494). The grant includes partial funding for a preliminary design contract with Otak (CAG 19-313) which includes data collection, hydrologic and hydraulic modeling and alternatives analysis.

SUMMARY OF ACTION:
The city was awarded $125,000 in grant funding by the King County Flood Control District for the Monroe Ave NE Storm System Improvement Project. This grant will partially fund the first phase of the project, consisting of identification and preliminary design of the most feasible and cost effective solution to address a stormwater conveyance system deficiency on Monroe Avenue NE, between NE 2nd Street and NE 4th Street. The grant covers consultant time incurred as part of this project only and provides no funding for city staff time.

The 211-acre sub basin addressed by this project is located in the Renton Highlands, approximately bound by Monroe Avenue NE, NE 2nd Street, Union Avenue NE and NE 9th Street. This sub basin currently drains into two infiltration pipes on NE 2nd Street and the King County Access Road, and has no connection to a downstream conveyance system. The insufficient capacity of the infiltration system to discharge moderate and high flows has caused overflows, flooding and erosion problems along Monroe Avenue NE during large storm events. Since 1996 the city has had a temporary stormwater overflow easement with the private property at 301 Monroe Avenue NE. There is strong indication that the property intends to end this easement in the next five years and therefore an alternate solution to the overflow must be designed and constructed prior to its expiration. Larger infiltration facilities and other strategies (flood overflow bypass, flow splitter, etc.) will be evaluated as solutions to prevent flooding along Monroe Avenue NE, as well as providing water quality treatment for runoff as applicable. Future phases will include design of the most feasible alternative and the construction of the improvements.

EXHIBITS:
A. Agreement
B. Vicinity Map

STAFF RECOMMENDATION:
Authorize the Mayor and City Clerk to execute the agreement with King County Flood Control District to accept $125,000 in grant funds for the Monroe Avenue NE Storm System Improvement Project.
This Agreement is made between King County, a municipal corporation, and the City of Renton ("Recipient") (collectively referred to as the "parties" and in the singular "party"), for the purposes set forth herein. This Agreement shall be in effect from the date of execution to December 31, 2021.

**SECTION 1. RECITALS**

1.1 Whereas, the King County Flood Control District ("District") is a quasi-municipal corporation of the State of Washington, authorized to provide funding for flood control and stormwater protection projects and activities; and

1.2 Whereas King County is the service provider to the District under the terms of an interlocal agreement ("ILA") by and between King County and the District, dated February 17, 2009, as amended, and as service provider implements the District's annual work program and budget; and

1.3 Whereas, on November 12, 2013, the District’s Board of Supervisors passed Resolution FCD2013-14.3 which established a Flood Reduction Grant Program and criteria for awarding grant funding for projects, and on November 5, 2018, the Board passed Resolution FCD2018-09.2, which authorized an allocation of $3,166,261 from the District’s 2019 budget to fund flood reduction projects; and

1.4 Whereas, on September 18, 2019 the District’s Board of Supervisors passed Resolution FCD2019-11.1, which approved the flood reduction projects described in Attachment A to that Resolution; and

1.5 Whereas, in accordance with the terms of these Resolutions, and in its capacity as service provider to the District, King County has established policies and procedures for administering the flood reduction grant program, a copy of which has been furnished to Recipient and which is incorporated herein by this reference (hereinafter “Grant Policies and Procedures”); and

1.6 Whereas, the Recipient submitted an application to receive funds for a project to be funded by the Flood Reduction Grant Program; and
1.7 Whereas the District’s Board of Supervisors approved funding of Recipient’s application for the project ("Project"), as described in Attachment A to Resolution FCD2019-11.1 in the amount of $125,000 ("Award"); and

1.8 Whereas King County has received a Scope of Work and a Budget for the Project from the Recipient and has determined that the Scope of Work, attached hereto and incorporated herein as Exhibit B ("Scope of Work"), and the Budget, attached hereto and incorporated herein as Exhibit C ("Budget"), are consistent with the Grant Policies and Procedures, the Recipient’s application for the Project, and the Resolution approving funding for the Project; and

1.9 Whereas, King County and the Recipient desire to enter into this Agreement for the purpose of establishing the terms and conditions under which King County will provide funding from the District in accordance with Resolution FCD2019-11.1, and the Grant Policies and Procedures, and under which the Recipient will implement the Project.

SECTION 2. AGREEMENT

2.1 The Recitals are an integral part of this Agreement and are incorporated herein by this reference.

2.2 King County agrees to pay the Award amount to Recipient in the total amount of $125,000 from District funds. The Award shall be used by the Recipient solely for the performance of the Project, as described in Exhibit A to this Agreement. Exhibit A, attached hereto and incorporated herein by this reference, contains a description of the Project as described in Attachment A to Resolution FCD2019-11.1. King County shall pay the Recipient in accordance with the terms of the Grant Policies and Procedures.

2.3 The Recipient represents and warrants that it will only use the Award for the Scope of Work of this Agreement and in accordance with the Project Budget. The Recipient shall be required to refund to King County that portion of the Award which is used for work or tasks not included in the Scope of Work. Further, the Recipient agrees that King County may retain any portion of the Award that is not expended or remains after completion of the Scope of Work and issuance of the Final Report, as further described below.

2.4 Activities carried out for this Project and expenses incurred by the Recipient may predate the execution date of this Agreement provided that 1) they have been identified by Recipient as being within the scopes of numbers 2) and 3) below, and have been approved by King County as being within such scopes; 2) the activities are specified in the Scope of Work of this Agreement; 3) the expenses are incurred in carrying out the Scope of Work and are authorized by the Award as identified in the Budget of this Agreement; 4) the activities occur after the District passes a resolution approving an award for the Project; 5) such activities and expenses otherwise comply with all

Page 2 of 7
other terms of this Agreement; and 6) reimbursements shall be paid to the Recipient only after this Agreement has been fully executed.

2.5. The Recipient shall invoice King County for incurred expenses using the Request for Payment form and Progress Report form for those documented and allowable expenses identified in the Budget and according to the rules set forth in the Grant Policies and Procedures. Blank forms shall be provided to the Recipient by King County upon execution of this Agreement. A progress report (with or without a request for payment) shall be made no less frequently than every six months after the effective date of this Agreement nor more frequently than every three months after the aforementioned date. A Progress Report form shall be submitted with all payment requests. A one-time advance of no more than 25% of the Award amount may be allowed, in the discretion of King County, for expenses anticipated to be incurred in the three months following the date of submission of the advance Request for Payment only for work that is included in the Scope of Work of this Agreement, and identified as such in the Request for Payment. Documentation of payments made from the advance payment shall be submitted to King County prior to any further requests for payment.

2.6. The Recipient shall be required to submit to King County a final report which documents the Recipient’s completion of the work in conformance with the terms of this Agreement within thirty (30) days after the completion of the work. The final report may be submitted on the Closeout Report form unless a more detailed final report is specified in the scope of work. A blank form shall be provided to the Recipient by King County upon execution of this Agreement. The final report shall include a summary of the Project’s successes and shall address the flood reduction benefits accomplished by the work.

2.7. The Recipient's expenditures of Award funds shall be separately identified in the Recipient's accounting records. If requested, the Recipient shall comply with other reasonable requests made by King County with respect to the manner in which Project expenditures are tracked and accounted for in the Recipient's accounting books and records. The Recipient shall maintain such records of expenditures as may be necessary to conform to generally accepted accounting principles as further described in Section 2.8 below, and to meet the requirements of all applicable state and federal laws.

2.8. The Recipient shall be required to track project expenses using the Budget Accounting and Reporting System for the State of Washington ("BARS") or Generally Accepted Accounting Principles set forth by the Financial Accounting Standards Board or by the Governmental Accounting Standards Board.

2.9. King County or its representative, and the District or its representative, shall have the right from time to time, at reasonable intervals, to audit the Recipient's books and records in order to verify compliance with the terms of this Agreement. The Recipient shall cooperate with King County and the District in any such audit.
2.10. The Recipient shall retain all accounting records and project files relating to this Agreement in accordance with criteria established by the Washington State Archivist Local Government Common Records Retention Schedule (CORE) as revised.

2.11. The Recipient shall ensure that all work performed by its employees, agents, contractors or subcontractors is performed in a manner which protects and safeguards the environment and natural resources and which is in compliance with local, state and federal laws and regulations. The Recipient shall implement an appropriate monitoring system or program to ensure compliance with this provision.

2.12. The Recipient agrees to indemnify, defend and hold harmless King County, and the District, their elected or appointed officials, employees and agents, from all claims, alleged liability, damages, losses to or death of person or damage to property arising out of any acts or omissions of the Recipient, its employees, agents, contractors or subcontractors in performing its obligations under the terms of this Agreement.

2.13. The Recipient agrees to acknowledge the District as a source of funding for the Project on all literature, signage or press releases related to the Project. The Recipient may obtain from King County a District logo that may be used in the acknowledgement.

SECTION 3. GENERAL PROVISIONS

3.1. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

3.2. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. No prior or contemporaneous representation, inducement, promise or agreement between or among the parties which relate to the subject matter hereof which are not embodied in this Agreement shall be of any force or effect.

3.3. No amendment to this Agreement shall be binding on any of the parties unless such amendment is in writing and is executed by the parties. The parties contemplate that this Agreement may from time to time be modified by written amendment which shall be executed by duly authorized representatives of the parties and attached to this Agreement.

3.4. Each party warrants and represents that such party has full and complete authority to enter into this Agreement and each person executing this Agreement on behalf of a party warrants and represents that he/she has been fully authorized to execute this Agreement on behalf of such party and that such party is bound by the signature of such representative.

3.5. The Project shall be completed by no later than December 31, 2021. In the event that the Project is not completed by this date, King County has the discretion, but not the obligation, to terminate this Agreement and retain any unexpended Award funds.

3.6. This Agreement may be signed in multiple counterparts.
3.7. If any provision of this Agreement shall be wholly or partially invalid or unenforceable under applicable law, such provision will be ineffective to that extent only, without in any way affecting the remaining parts or provision of this Agreement, and the remaining provisions of this Agreement shall continue to be in effect.

3.8. The amount of the Award has been fully funded by the District. To the extent that funding of the Award requires future appropriations by the District, King County’s obligations are contingent upon the appropriation of sufficient funds by the Board of Supervisors of the District to complete the Scope of Work. If no such appropriation is made, this Agreement will terminate at the close of the appropriation year for which the last appropriation that provides funds under this Agreement was made.

This document has been approved as to form by the King County Prosecuting Attorney’s Office as of September 12, 2015.

KING COUNTY:

By________________________
Name________________________
Title________________________
Date________________________

RECIPIENT:

By________________________
Name________________________
Title________________________
Date________________________

ATTEST

By________________________
Name________________________
Title________________________

APPROVED AS TO LEGAL FORM

By________________________
Name________________________
Title________________________
EXHIBIT A: PROJECT DESCRIPTION

<table>
<thead>
<tr>
<th>PROJECT NAME</th>
<th>RECIPIENT</th>
<th>DESCRIPTION</th>
<th>LEVERAGE</th>
<th>AWARD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monroe Avenue NE Storm System Improvement</td>
<td>City of Renton</td>
<td>Design and construct a permanent solution to replace the existing stormwater overflow from Monroe Ave NE into a private property at 301 Monroe Ave NE. This project will use a combination of the following facilities and strategies to prevent historic flooding along Monroe Ave NE, south of NE 4th St: infiltration facilities, flood overflow bypasses, and flow splitters.</td>
<td>$10,000</td>
<td>$125,000</td>
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EXHIBIT B: SCOPE OF WORK

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<th>TASKS</th>
<th>ACTIVITIES AND DELIVERABLES</th>
<th>APPROX. PERCENT OF AWARD REQUEST</th>
<th>MONTH/YEAR TASK WILL BE COMPLETED</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Project Administration (Required task)</td>
<td>Submit reimbursement request forms, backup documentation for billing, and progress reports at least every six months. Submit a Fiscal Closeout form and a Closeout Report form with the final reimbursement request.</td>
<td>0%</td>
<td>July 2020</td>
</tr>
<tr>
<td>Task 2: Project Management (Consultant)</td>
<td>Consultant will prepare a project work plan recording project schedule, staffing plan, budget expenditures, and task progress. The Consultant will prepare monthly project status reports with monthly invoices. The Consultant will coordinate with City staff, as well as internally with its own staff. A kickoff meeting will be held between Consultant and City.</td>
<td>10%</td>
<td>July 2020</td>
</tr>
<tr>
<td>Task 3: Data Collection</td>
<td>The consultant will collect available desktop information (including topography, soils, geology, vegetation, land use, ownership, storm system, and drainage problems) on the contributing basin. Basic modeling and assessments will be performed using available information. Consultant will provide a memo summarizing information. City will provide review and comments. Both parties will attend a submittal intake meeting. Deliverables include Preferential Infiltration Location Memo and Level 1 Project Area Review Memo.</td>
<td>25%</td>
<td>July 2020</td>
</tr>
<tr>
<td>Task 4: Field Work</td>
<td>The Consultant will perform a field truthing of the project site and contributing basin to support analysis and design. Subconsultant will perform up to five soil borings and present a technical memo summarizing results. The Consultant will provide more detailed field investigations for up to five locations of stormwater improvements, up to three of which to include water quality analysis.</td>
<td>30%</td>
<td>July 2020</td>
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### TASKS ACTIVITIES AND DELIVERABLES

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<tr>
<th>TASKS</th>
<th>ACTIVITIES AND DELIVERABLES</th>
<th>APPROX. PERCENT OF AWARD REQUEST</th>
<th>MONTH/YEAR TASK WILL BE COMPLETED</th>
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</thead>
<tbody>
<tr>
<td>Task 5: Modeling</td>
<td>The Consultant will perform hydrologic and hydraulic analyses using WWHM-SWMM to evaluate the conveyance capacity of the existing system and the infiltration capacity of the existing infiltration pipes. Analyses will also be performed to size the proposed conveyance system and stormwater facilities. Up to ten solution elements, and up to three basin solution alternatives will be analyzed-modeled. Consultant will provide a memo summarizing information. City will provide review and comments. Both parties will attend a submittal intake meeting. Deliverables include Field Work and Modeling Memo.</td>
<td>20%</td>
<td>July 2020</td>
</tr>
<tr>
<td>Task 6: Alternatives Analysis</td>
<td>The Consultant will develop up to four solutions elements to improve stormwater conveyance, up to four solution elements to provide flow control to the basin, and up to four solution elements to provide water quality treatment where appropriate. The Consultant will combine and integrate solution elements into up to three basin solution alternatives for conveyance improvements, flow control, and water quality treatment. An alternatives analysis will be used to compare criteria, evaluate the effectiveness of each basin solution alternative, and select a preferred alternative. Consultant will provide a memo summarizing information. City will provide review and comments. Both parties will attend a submittal intake meeting. Deliverables include Solution Elements Memo and Combined Basin Solution Elements Alternatives Analysis.</td>
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<td>July 2020</td>
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### EXHIBIT C: BUDGET

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<th>TOTAL (Grant + Leverage)</th>
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<td>COMMERCIAL SERVICES AND CREW TIME</td>
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